

**AMENDED AND RESTATED  
AFFINITY AGREEMENT  
KUTZTOWN UNIVERSITY ALUMNI ASSOCIATION, INC.**

This Agreement is entered into as of this first day of April, 2009 (the "Effective Date") by and between FIA Card Services, N.A., a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and Kutztown University Alumni Association, Inc. ("KUAA"), for themselves and their respective successors and assigns.

WHEREAS, KUAA and Bank are parties to that certain affinity agreement dated February 21, 1997, as the same may have been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of KUAA; and,

WHEREAS, KUAA and Bank mutually desire to amend and restate the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, KUAA and Bank agree as follows:

1. **DEFINITIONS**

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

**"Affiliate"** means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise.

**"Agreement"** means this affinity agreement and Schedules A and B.

**"Applicable Law"** means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

**"Credit Card Account"** means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument. A Credit Card Account opened by a student is a "Student Credit Card Account".

**"Customer"** means any Member who is a participant in the Program.

**"Financial Service Product"** means any credit card program, charge card program, debit card program, installment loan program, revolving line of credit or loan program, deposit program, travel and entertainment card program, and any other financial service programs or products.

**"GIP Account"** means a Credit Card Account opened pursuant to a GIP in which KUAA complies with the GIP provisions of this Agreement.

**"Gold Option Account"** means a GoldOption® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer loan account opened pursuant to the Program.

**"Gold Option GIP Account"** means a Gold Option Account opened pursuant to a GIP in which KUAA complies with the GIP provisions of this Agreement.

**"Gold Reserve Account"** means a GoldReserve® (as such service mark may be changed by Bank, in its sole discretion, from time to time) revolving consumer line of credit account opened pursuant to the Program.

**"Gold Reserve GIP Account"** means a Gold Reserve Account opened pursuant to a GIP in which KUAA complies with the GIP provisions of this Agreement.

**"Group Incentive Program"** or **"GIP"** means any marketing or other program whereby KUAA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

**"Information"** has the meaning ascribed to such word in Section 7.

**"KUAA Affiliate"** means any Affiliate of KUAA.

**"KUAA Trademarks"** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by KUAA or any KUAA Affiliate prior to or during the term of this Agreement.

**"Marketing List"** means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

**"Member"** means an undergraduate student, graduate student or alumni of KUAA and/or other potential participants mutually agreed to by KUAA and Bank.

**"Program"** means those programs and services, and the promotion thereof, the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

**"Program Trademarks"** means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed either jointly or by either party (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of an KUAA Trademark, with or without other elements.

**"Royalties"** means the compensation set forth in Schedule A.

2. **RIGHTS AND RESPONSIBILITIES OF KUAA**

- (a) KUAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither KUAA nor any KUAA Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license, or use or allow to exist the use by others of the KUAA Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if KUAA or any KUAA Affiliate sells any product or service, in connection with such sales, KUAA shall not, and shall cause KUAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, KUAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by KUAA of said financial institution or advertising for a Financial Service Product.
- (b) KUAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) KUAA authorizes Bank to solicit Members by mail, direct promotion, internet, advertisements, banking centers, telephone or any other means for participation in the Program.

- (d) KUAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain an KUAA Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the KUAA Trademarks (e.g., the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due KUAA. In the event such costs exceed Royalties then due KUAA, if requested by Bank, KUAA will promptly reimburse Bank for all such costs.
- (e) At least once annually and within thirty (30) days following the request of Bank, KUAA will provide Bank with the Marketing List free of any charge; provided, however, that KUAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that KUAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by KUAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due KUAA. KUAA will provide the first Marketing List, containing the required information for at least twenty seven thousand (27,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after KUAA's execution of this Agreement.
- (f) KUAA will, and will cause any KUAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to KUAA. Notwithstanding the above, KUAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to KUAA. Any correspondence received by KUAA that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by KUAA will be paid by Bank.
- (g) KUAA hereby grants Bank and its Affiliates a limited, exclusive license to use the KUAA Trademarks with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the KUAA Trademarks, notwithstanding the transfer of such KUAA Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. KUAA will provide Bank all KUAA Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after KUAA's execution of this Agreement. Nothing stated in this Agreement prohibits KUAA from granting to other persons a license to use the KUAA Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain an KUAA Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). KUAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. KUAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any KUAA Trademark. Bank may use Program Trademarks that contain KUAA Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.
- (i) KUAA will permit Bank, at no cost to Bank, to advertise the Program on KUAA's home page and at other prominent locations within the internet site(s) of KUAA. Bank may establish a hyperlink from such advertisements to another internet site to enable a person to apply for any type of Credit Card Account. Any Credit Card Accounts generated pursuant to such a hyperlink will entitle KUAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. KUAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, KUAA will provide Bank with the ability to access any and all pages within the KUAA internet site(s), including without limitation any "members only" or other restricted access pages.

### 3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any GIP. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of KUAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any GIP.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of KUAA.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of KUAA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an

account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by KUAA.

4. REPRESENTATIONS AND WARRANTIES

- (a) KUAA and Bank each represents and warrants to the other party that as of the Effective Date and throughout the term of this Agreement:
- (i) It is duly organized, validly existing and in good standing;
  - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
  - (iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;
  - (iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect;
  - (v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.
- (b) KUAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the KUAA Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. KUAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the KUAA Trademarks license granted herein or from Bank's use of the KUAA Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any KUAA Trademarks or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to KUAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS

required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.

- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify KUAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after KUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to KUAA, upon ninety (90) days advance written notice.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select credit protection and other products and services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and KUAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its "Agents") as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner provided, however, that the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents, or (ii) as required by law or requested by any governmental regulatory authority.

8. TERM OF AGREEMENT

The initial term of this Agreement will begin on the Effective Date and end on March 31, 2014. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not

more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or KUAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or KUAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the KUAA Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the KUAA Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by KUAA or any KUAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon the expiration or earlier termination of this Agreement, KUAA will allow Bank to continue to use the KUAA Trademarks on, and will not attempt to cause the removal of KUAA Trademarks from, any person's credit devices, checks or records of any Customer existing as of expiration or earlier termination of this Agreement until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify KUAA in writing of Bank's desire to renegotiate the terms of the



Agreement to address the Event. If, within thirty (30) business days after KUAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to KUAA, upon ninety (90) days advance written notice.

- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, KUAA agrees that neither KUAA nor any KUAA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, KUAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by KUAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

#### 11. GROUP INCENTIVE PROGRAM

- (a) KUAA will design all advertising, solicitation and promotional material with regard to any GIP. KUAA will give Bank sixty (60) days prior notice of its desire to engage in marketing efforts for any GIP. Credit Card Accounts generated from such efforts will entitle KUAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement.
- (b) All marketing materials generated as a result of such GIP programs will be coded by KUAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be considered eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all advertising and solicitation materials for use by KUAA pursuant to any GIP. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any GIP. KUAA will not deviate from the approved materials and plan for any GIP without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of KUAA pursuant to any GIP will be promptly reimbursed by KUAA upon demand.
- (e) KUAA will make all reasonably requested changes to materials to obtain Bank's consent and KUAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with respect to any GIP.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.
- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f) and 11(e) will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to KUAA:

Kutztown University Alumni Association  
Weisenberger Alumni Center PO Box 730  
Kutztown, PA 19530

ATTENTION: Glenn Godshall, Director of Alumni Relations

Fax #: 610-683-4638

(2) If to Bank:

FIA Card Services, N. A.  
MS DE5-004-04-02  
1100 North King Street  
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821

- (3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.
- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, KUAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of KUAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates.
- (h) Bank and KUAA are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than KUAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) KUAA recognizes and agrees that Bank's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, KUAA agrees that it will not conduct itself or engage in any activity in a manner that may adversely affect these assets. In the event Bank determines that KUAA does not so conduct itself, Bank may terminate this Agreement, effective immediately.
- (k) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (l) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force

majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days upon providing at least thirty (30) days written notice to the delayed party at any time after the expiration of the one hundred twenty (120) day period.

- (m) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (n) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

**Kutztown University Alumni Association, Inc**

**FIA Card Services, N.A.**

By: James Ferraro

By:

Sandra Wirt

Name: James Ferraro

Name:

SANDRA WIRT

Title: President KU AA

Title:

SVP

Date: March 9, 2009

Date:

4/1/09

## SCHEDULE A

### ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay KUAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for KUAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

#### A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened (other than a Student Credit Card Account), which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each new Student Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
3. \$1.00 (one dollar) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
4. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (other than a Student Credit Card Account)(excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

6. \$20.00 (twenty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.]

**B. GOLD OPTION REVOLVING LOAN ACCOUNTS**

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.
3. \$20.00 (twenty dollars) for each Gold Option GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Gold Option GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Option GIP Account will not qualify for any other opening-of-an-account Royalty.

**C. GOLD RESERVE REVOLVING LOAN ACCOUNTS**

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

3. \$20.00 (twenty dollars) for each Gold Reserve GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Gold Reserve GIP Account's opening for at least one transaction which is not subsequently rescinded or disputed. Such Gold Reserve GIP Account will not qualify for any other opening-of-an-account Royalty.

SCHEDULE B

(Insert w-9)